03-19-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RE

102022333

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Cellect, LLC 2-20-02

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)
Name: Rogers Corporation
Internal Address:
Street Address: One Technology Drive
City: Rogers State: CT 06263

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Massachusetts
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

OFFICE OF PUBLIC RECORDS
2002 FEB 20 PM 3:04
FINANCE SECTION

3. Nature of conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other
Execution Date: December 31, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,386,263

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Terry Mahoney, Esq.
Internal Address: LeBoeuf, Lamb, Greene & MacRae, L.L.P.
Street Address: 260 Franklin Street
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 40.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas Fenerty — Name of Person Signing
Signature
February 20, 2002 — Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/18/2002 GTON11 00000144 2386263
01 FC:481 40.00 OP

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made as of the 31st day of December, 2001, by and among Cellect LLC, a Delaware limited liability company ("Assignor") and Rogers Corporation, a Massachusetts corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, pursuant to the Acquisition Agreement, of even date hereto, by and among Assignee and Assignor, Assignor has agreed to transfer to Assignee certain trademarks; and

WHEREAS, Assignor, directly or by its predecessor in interest, has used in its business and registered in the United States Patent and Trademark Office (the "Trademark Office") the trademark FMP, Registration No. 2,386,263, dated September 12, 2000 (the "Trademark").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual premises, covenants and conditions contained in this Assignment, the parties hereto do hereby agree as follows:

1. Assignment. For the consideration described in Section 5 below, Assignor does hereby assign to Assignee all of Assignor's right, title and interest in, to and under the Trademark and the registration thereof, including all federal and state trademark registrations owned by Assignor for the Trademark and all pending federal and state trademark applications filed by Assignor for the Trademark and currently owned by Assignor, together with all of the goodwill of the business connected with the use of and symbolized or represented by the Trademark and further including, without limitation, all claims by Assignor against third parties for past, present

or future infringement of the Trademark or for injury to the goodwill associated with the Trademark.

2. Representations.

(a) Assignor hereby represents and warrants that (1) the Trademark is not mortgaged, pledged, or otherwise encumbered; and (2) there are no actions, suits or claims threatened or pending relating, directly or indirectly, to the Trademark.

(b) Assignor shall defend, indemnify and hold Assignee harmless from any and all damages, liability or expenses, including, but not limited to, attorneys' fees, costs and disbursements, arising out of any suit or claim against Assignee alleging trademark infringement by reason of Assignor's use of the Trademark, but this indemnification shall not apply to any suit or claim against Assignee arising by reason of Assignee's use of the Trademark.

3. Assistance in Recording Assignment. Assignor agrees to take whatever action may be required and to execute whatever documents may be necessary under the rules and regulations of the Trademark Office to record this Assignment.

4. Use of the Trademark. Except as otherwise permitted by Assignee pursuant to contract or otherwise, Assignor shall cease, desist and discontinue any use of the Trademark as of the effective date of this Assignment.

5. Payment of Purchase Price. Assignee agrees to pay and Assignor hereby acknowledges payment by Assignee of the purchase price for the Assignment hereunder of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

6. General Provisions.

(a) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, or administrators.

(b) No amendment of, addition to or other change in any provision of this Assignment shall be effective or binding on the parties hereto unless set forth in writing and executed by each of the parties hereto.

(c) Any notice or other communication required or permitted hereunder must be in writing and shall be deemed sufficiently given when such notice is personally delivered, or sent by certified first-class mail, return receipt requested, postage prepaid, addressed to the respective party at such party's address appearing below or at such other address as the party may have specified by written notice in accordance with this notice provision.

If to the Assignor:	Scott C. Smith President and CEO Cellect LLC 70 Airport Road Hyannis, MA 02601
with a copy to:	Kevin W. Johnson, Esq. Holland & Hart, L.L.P. 555 17th Street, Suite 3200 Denver, CO 80202-3979
If to the Assignee:	Robert M. Soffer Treasurer Rogers Corporation One Technology Drive Rogers, CT 06263
with a copy to:	Terrence W. Mahoney, Esq. LeBoeuf, Lamb, Greene & MacRae, L.L.P. 260 Franklin St. Boston, MA 02110

(d) The headings of the Sections hereunder are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(e) In the event that any provision hereof is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this

TRADEMARK
REEL: 002463 FRAME: 0096

Assignment, and the voidance of same shall in no way affect any other provision herein contained.

(f) This document shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first set forth above.

CELLECT LLC

BY: _____
Scott C. Smith
President and Chief Executive Officer

ROGERS CORPORATION

BY: _____
Robert D. Wachob
Executive Vice President

BS76606 v1